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AGREEMENT

NOV 16 '89

with

BLAIRSTOWN TOWNSHIP TEACHERS' ASSOCIATION

and the

Blairstown Township Board of Education  
BOARD OF EDUCATION OF BLAIRSTOWN TOWNSHIP  
(Employer)

THE COUNTY OF WARREN

NEW JERSEY

1989/90 - 1990/91

X September 1, 1989 - June 30, 1991

## ARTICLE I

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teachers and instructional teacher's aides under contract, employed or to be employed by the Board, and the school nurse provided she has obtained a B.S. or B.A. degree from a certified college or university.

#### B. Definition of Teacher

Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional teachers represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL

TEACHERS

SECTION I

1. Connecticut General Medical-Surgical, Hospitalization, Major Medical, Dental Insurance coverage and a "Paid Prescription Plan" with a \$2.00 deductible will be provided to the employee and family at no cost to the employee.

2. After ten years experience, five of which were in the Blairstown Township School District, teachers will receive an additional \$100 per year longevity increase until an annual increase of \$1,500 is reached.

LONGEVITY SCALE

Years experience	Amount
10	\$100
11	\$100
12	\$100
13	\$100
14	\$100
15	\$100
16	\$100
17	\$100
18	\$100
19	\$100
20	\$100
21	\$100
22	\$100
23	\$100
24	\$100
	<hr/>
	\$1500

3. Upon receipt of an official transcript, an additional \$100 will be added to the teacher's annual salary for each group of six credits, up to a maximum of thirty-six (36) credits or \$600. Credits must be earned after the teacher has received a certified teaching degree. An additional \$800 will be received by teachers who have earned a Master's Degree during the 1989/90 school (\$1400 total) and an additional \$500 during the 1990/91 school year (\$1900 total). Presentation of additional credits, as mentioned above, may only be made during the months of August and January to facilitate the drawing of contracts effective September first and February first. All credits presented to the Board of Education for payment must have had prior written approval by the chief school administrator and all credits must be in the teacher's field of endeavor. The form for written approval may be obtained from the board secretary.

4. Credit for military service time up to two years will be granted at the time of initial employment. Time in excess of two years will be halved and included in the next contract. There is a limit of four years total credit for military service.

5. All teachers will be immediately "on guide" with a salary to be determined by the number of years of certified public school teaching experience they have accumulated.

6. Teachers will be allowed two personal days leave per school year. One day with advance notice and approval of the administrator and one day without prior notice. These two personal days will be converted to sick days for the following year. A third personal day may be granted by the chief school administrator. This third personal day will not be converted to a sick day the following school year.

7. Teachers will be allowed ten sick days per school year. Unused sick days will be accumulated.

8. Upon retiring from the Blainstown School District, a teacher with fifteen (15) years experience, ten (10) in Blainstown, will receive \$25 per day for their unused accumulated sick days.

9. Upon receipt of an official transcript, an additional \$500 will be added to the teacher's annual salary at the Master's plus 15 credit level and at the Master's plus 30 credit level.

10. At the time the contract is offered, the teachers will designate whether they choose a ten or twelve month pay plan.

11. Teachers will receive tuition reimbursement equal to (100%) of the New Jersey State College rate per credit per course after receipt of a teacher's teaching certificate in his/her field of initial employment. There will be a limit of \$10,000 available for courses per year. Based on seniority, each teacher may take a maximum of twelve credits per year. The course must have prior written approval from the chief school administrator and must be in the teacher's field of endeavor. Reimbursement will be made upon receipt of an official transcript to the board upon completion of the course in which a final grade not lower than a "C" is obtained.

12. Each teacher will receive one professional day per year to enhance their professional development. This day must be approved by the chief school administrator. This day may not be accumulated.

13. The President of the Blainstown Teachers' Association will receive one hour per week planning period (mutually agreeable between the Superintendent and the President) to meet with administrators to conduct association business.

14. Upon retirement, all teachers will be allowed to continue their health benefits coverage at the group rate (employee paid) for a minimum of three years; thereafter, upon Board approval Teachers may continue contributions at the group rate.

15. A committee, comprised of representatives from the faculty and the administration, will be formed in September 1989 for the specific purpose of formulating a plan or plans to insure that students are adequately supervised during lunch, while allowing teachers time to eat without pupils present. The plan or plans will be presented to the S.T.A. and Board of Education for mutual approval prior to June 1990. The final plan will be implemented no later than September 1990.

16. The teacher's salary package for the school years 1989-90 and 1990-91 will be calculated with an 9% increase of the total Bachelor salaries for both years.

I. For the two school years of this contract the "faculty" will be considered a constant in total number for salary purposes only in accordance with the 1988-89 school year. The financial responsibility for additions to the faculty or changes in its membership requiring additional money will be the obligation of the Blairstown Township Board of Education. The term "base salary" is defined as, "that salary a faculty member receives on the Bachelor's salary guide."

(1) The multiplicand for the first year of the contract will be the total of the "base salaries" for the "faculty" from the 1988-89 school year.

(2) The multiplicand for the second year of the contract will be the total of the "base salaries" for the "faculty" from the 1989-90 school year.

BLAIRSTOWN TOWNSHIP ELEMENTARY SCHOOL

Blairstown, New Jersey 07825

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following

school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the superintendent of schools and/or the Board of Education for their action. Meetings for clarification may be requested by either the PR & R Committee with the Board of Education or the Board may request a meeting with the Teachers' Association.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within (10) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent and/or Board of Education or fifteen (15) school days after the grievance was delivered to the superintendent whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a

commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the P R & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the P R & R Committee or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous



1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of this ARTICLE.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent or the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this ARTICLE.

# B. T. A. 1989/90 SALARY GUIDE

STEP	B. S.	M. A.	M. A. +15	M. A. +30
1	\$23,000.00	\$24,400.00	\$24,900.00	\$25,400.00
2	\$24,551.00	\$25,951.00	\$26,451.00	\$26,951.00
3	\$25,301.00	\$26,701.00	\$27,201.00	\$27,701.00
4	\$26,076.00	\$27,476.00	\$27,976.00	\$28,476.00
5	\$26,861.00	\$28,261.00	\$28,761.00	\$29,261.00
6	\$27,806.00	\$29,206.00	\$29,706.00	\$30,206.00
7	\$28,661.00	\$30,061.00	\$30,561.00	\$31,061.00
8	\$29,476.00	\$30,876.00	\$31,376.00	\$31,876.00
9	\$30,401.00	\$31,801.00	\$32,301.00	\$32,801.00
10	\$31,336.00	\$32,736.00	\$33,236.00	\$33,736.00
11	\$32,281.00	\$33,681.00	\$34,181.00	\$34,681.00
12	\$33,136.00	\$34,536.00	\$35,036.00	\$35,536.00
13	\$34,201.00	\$35,601.00	\$36,101.00	\$36,601.00
14	\$35,176.00	\$36,576.00	\$37,076.00	\$37,576.00
15	\$36,261.00	\$37,661.00	\$38,161.00	\$38,661.00

TEACHER'S  
INSTRUCTIONAL AIDES

SECTION 2

1. Connecticut General Medical-Surgical, Hospitalization, Major Medical, Dental Insurance coverage and a "Paid Prescription Plan" with a \$2.00 deductible will be provided to the employee and family at no cost to the employee.
2. After ten years in the Blainstown Township School District, the instructional aides will receive an additional \$250 per year longevity increase every five years until an annual increase of \$750 is reached. Example below.

LONGEVITY SCALE

Years experience	Amount
10	\$250
15	\$250
20	\$250
	<del>\$750</del>
	\$750

3. After receiving their Bachelor Degree, instructional aides will receive an additional \$100 added on to their annual salary for every group of six credits earned. Presentation of additional credits, as mentioned above, may only be made during the months of August and January to facilitate the drawing of contracts effective September first and February first. All credits presented to the Blainstown Board of Education for payment must have had prior written approval by the chief school administrator.
4. Instructional aides will receive \$50 per credit tuition reimbursement for each course in which a final grade not lower than a "C" is obtained. All courses must have had prior written approval from the chief school administrator. Reimbursement will be made upon completion of the course and upon receipt of an official transcript by the Blainstown Board of Education. The tuition reimbursement will not be added onto the aides salary each year.
5. Instructional aides will be allowed ten sick days per school year. Unused sick days will be accumulated.
6. Instructional aides will be allowed two personal days leave per school year. One day with advance notice and approval of the administrator and one day without prior notice. These two personal days will be converted to sick days for the following year. A third personal day may be granted by the chief school administrator. This third personal day will not be converted to a sick day the following school year.

7. The school year for instructional aides will be 180 days. Each work day will consist of 6 1/2 hours.

8. When instructional aides openings become available, current instructional aides will be considered first for these new openings. The Superintendent, while considering seniority, will make the final recommendation to the Blainstown Board of Education.

9. The starting salary for instructional aides in the 1990/91 school year will be \$7.00 per hour. The base hourly salary for instructional aides will increase by 9% for the 1990/91 school.

TEACHER'S  
INSTRUCTIONAL AIDES' SALARY STRUCTURE

YEARS EXP.		1989/90	1990/91
11	PER HR.	\$9.28	\$10.12
	YEARLY	\$11,108	\$12,090
		w/long.	w/long.
9	PER HR.	\$8.48	\$9.24
	YEARLY	\$9,922	\$11,061
			w/long.
6	PER HR.	\$7.78	\$8.48
	YEARLY	\$9,103	\$9,922
2	PER HR.	\$7.29	\$7.95
	YEARLY	\$8,529	\$9,302
1	PER HR.	\$7.00	\$7.63
	YEARLY	\$8,190	\$8,927

This agreement shall be effective as of September 1, 1989  
and shall continue in effect until June 30, 1991.

In witness whereof the parties hereto have caused this  
agreement to be signed by their respective presidents, attested  
by their respective secretaries all on the day and year first  
above written.

BLAIRSTOWN TOWNSHIP  
TEACHERS' ASSOCIATION

By John A. Stephenson  
President

By Elaine M. Swanson  
Secretary

BLAIRSTOWN TOWNSHIP  
BOARD OF EDUCATION

By Frank H. Cook  
President

By Elizabeth A. Schlegel  
Secretary